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11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION

14 SECURITIES AND EXCHANGE COMMISSION,

Case No. 3:16-cv-01386-EMC

15 Plaintiff,

**STIPULATION AND PROPOSED ORDER  
FOR PRESERVATION OF HARD DRIVE  
OF COMPUTER IN POSSESSION OF  
DEFENDANT JOHN V. BIVONA**

16 v.

17 JOHN V. BIVONA; SADDLE RIVER  
18 ADVISORS, LLC; SRA MANAGEMENT  
ASSOCIATES, LLC; FRANK GREGORY  
MAZZOLA,  
19

Defendants, and

20  
21 SRA I LLC; SRA II LLC; SRA III LLC;  
FELIX INVESTMENTS, LLC; MICHELE  
22 J. MAZZOLA; ANNE BIVONA; CLEAR  
SAILING GROUP IV LLC; CLEAR  
23 SAILING GROUP V LLC,  
24

Relief Defendants.

1                   **STIPULATION FOR PRESERVATION OF HARD DRIVE OF COMPUTER**

2                   Consistent with the Court's order to preserve evidence, entered March 25, 2016 (Docket No.  
3 36 at page 5), counsel for plaintiff Securities and Exchange Commission ("Commission"), for  
4 defendants John V. Bivona and Saddle River Advisors, LLC ("Saddle River") and for relief  
5 defendant Anne Bivona, and for the receivership entities defendant SRA Management, LLC and  
6 relief defendants SRA I LLC, SRA II LLC, SRA III LLC, Clear Sailing Group IV LLC and Clear  
7 Sailing Group V LLC, as well as third party affiliated entities Felix Multi-Opportunity Fund I LLC,  
8 Felix Multi-Opportunity Fund II LLC, Felix Management Associates LLC, NYPA Fund I LLC,  
9 NYPA Fund II LLC and NYPA Management Associates LLC, hereby stipulate to the Court's entry  
10 of an Order authorizing the Commission's Office of Technical Services ("OTS") to perform, at the  
11 Commission's expense, a forensic imaging and copying of the hard drive of the Dell desk top  
12 computer (serial number 26600661505) in the possession of defendant John V. Bivona at the current  
13 600 East Crescent Avenue, Saddle River, New Jersey 07458 offices of defendant Saddle River  
14 (hereafter, the "Computer Drive") on the following terms and conditions:

15                 1.         The OTS shall conduct forensic imaging on the Computer Drive under the following  
16 protocol:

17                 a.         The OTS shall generate a verifiable forensic image of the Computer Drive to  
18 preserve any and all potential data on the Computer Drive;

19                 b.         The OTS may take temporary possession of the Computer Drive at the current  
20 Saddle River offices for such time as is necessary to perform forensic imaging, searching, and any  
21 testing;

22                 c.         Prior to conducting the forensic imaging of the Computer Drive, the OTS shall  
23 arrange, with representatives of John Bivona and the Receiver, a time and date for the imaging so that  
24 those representatives may, if they desire, be present during the forensic imaging of the Computer  
25 Drive;

26                 d.         After the OTS completes its imaging of the Computer Drive, it shall return the  
27 source Computer Drive to John Bivona, who may continue to retain and use the desk top computer  
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1 consistent with the Court's evidence preservation order;

2               e. Upon completion of its imaging of the Computer Drive, the OTS shall make no  
 3 more than three additional identical copies of the Computer Drive. The original image of the  
 4 Computer Drive and all three identical copies of the Computer Drive (the "Computer Drive Images")  
 5 will be delivered in a secure manner to Iron Mountain Columbia, 8928 McGaw Court, Columbia,  
 6 Maryland 21045, telephone: 800-899-4766, for storage, at the expense of the Commission, pending  
 7 further unanimous written agreement of the parties or order of the Court;

8               f. Because Mr. Bivona and Saddle River assert that the Computer Drive contains  
 9 confidential information, at no time in performing the foregoing shall OTS or anyone else review or  
 10 access the information on the Computer Drive or Computer Drive Images. Neither OTS, the  
 11 Receiver, nor any party (except Mr. Bivona and Iron Mountain) shall retain a copy of the Computer  
 12 Drive, in whole or part, following the creation of the Computer Drive Images as set forth above;

13               g. Following completion of the foregoing tasks, the OTS shall prepare and deliver  
 14 to the parties to this Stipulation a sworn declaration describing the steps that it has undertaken to  
 15 image the Computer Drive, prepare identical copies of the image of the Computer Drive and to  
 16 deliver the Computer Drive Images to Iron Mountain.

17               2. Because Mr. Bivona and Saddle River assert that the Computer Drive contains  
 18 confidential information, the Computer Drive Images, and the data contained therein, shall not be  
 19 accessed by any party or anyone else while held at Iron Mountain, or at any other time, except by  
 20 unanimous written agreement of the parties to this Stipulation or by order of the Court;

21               3. Mr. Bivona and Saddle River Advisors have asserted that the Computer Drive contains  
 22 privileged, confidential, and irrelevant materials, and the imaging of the Computer Drive and the  
 23 safekeeping of the Computer Drive Images at Iron Mountain (or any other custodian) shall therefore  
 24 not be deemed to be a waiver by Mr. Bivona or Saddle River of any applicable privileges, doctrines,  
 25 or other objections to the production of any materials that Mr. Bivona or Saddle River might assert  
 26 with respect to the Computer Drive and Computer Drive Images;

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4. By entering into this Stipulation, the Commission and the Receiver do not waive any claims that they might have regarding the ownership of the Computer Drive and Computer Drive Images, regarding the absence of any privilege or confidentiality with respect to some or all of the contents of the Computer Drive and Computer Drive Images and regarding the right to seek court authorization to access the contents of the Computer Drive and Computer Drive Images.

5. Unless otherwise ordered by the Court or unanimously agreed to in writing by the parties to this stipulation, the Computer Drive Images shall be destroyed upon the conclusion of this litigation and the receivership.

Dated: December 15, 2016

## SECURITIES AND EXCHANGE COMMISSION

John S. Yun  
John S. Yun  
Attorneys for Plaintiff  
SECURITIES AND EXCHANGE COMMISSION

SHARTSIS FRIESE LLP

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Attorneys for Defendants JOHN V. BIVONA and SADDLE  
RIVER ADVISORS, LLC and Relief Defendant ANNE  
BIVONA

John W. Cotton (by email authorization)  
John W. Cotton  
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Attorney for the Receiver  
SHERWOOD PARTNERS, INC. for Receivership Entities  
SRA MANAGEMENT, LLC, SRA I LLC,  
SRA II LLC, SRA III LLC, CLEAR SAILING GROUP IV  
LLC, CLEAR SAILING GROUP V LLC, FELIX  
MANAGEMENT ASSOCIATES LLC, FELIX MULTI-  
OPPORTUNITY FUND I LLC, FELIX MULTI-  
OPPORTUNITY FUND II LLC, NYPA MANAGEMENT  
ASSOCIATES LLC, NYPA FUND I LLC, and NYPA FUND  
II LLC

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**ORDER**

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The parties having stipulated to this Order,

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SO ORDERED.

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DATED: December 19, 2016

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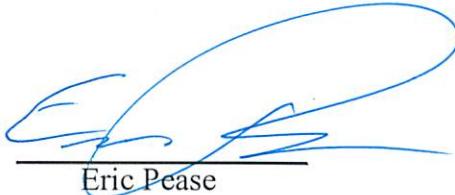
1                   CERTIFICATE OF SERVICE  
2  
3

I, Eric Pease, hereby certify on December 15, 2016, I served a copy of the attached:

4                   **STIPULATION AND PROPOSED ORDER FOR PRESERVATION OF HARD DRIVE OF**  
5                   **COMPUTER IN POSSESSION OF DEFENDANT JOHN V. BIVONA**  
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via Email and UPS mail service scheduled for overnight delivery to:

John V. Bivona  
Representative for relief defendant Felix Investments  
Email: johnv@bivonalaw.com  
600 East Crescent Ave  
Suite 205  
Upper Saddle River NJ 07458

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Eric Pease

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